UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In Re:

DOROTHY B. O'CONNOR,

Debtor,

Chapter 11No. 07-13517-WCH

MOTION FOR APPROVAL OF EMPLOYMENT OF REAL ESTATE BROKER

Now comes the Debtor and moves that this Court approve the employment of Gloria Cochran as a real estate broker. As grounds therefore the Debtor states:

- The Debtor filed a voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code on June 4, 2007.
- 2. The Debtor owns four parcels of real estate, two in Ocala, Florida and two in Dorchester, Ma. The Debtor wishes to sell the two parcels in Ocala, Florida.
- 3. The Debtor believes that the sale of the Florida real estate is in the best interests of the estate and all parties in interest. It is anticipated that the sale of these properties will enable her to formulate a plan to pay all secured, priority and unsecured creditors.
- 4. The Debtor wishes to employ Gloria Cochran of Century 21
 Affilaites, 4975 US Highway 27, Ocala, FL 34482, (tel. 352-208-0842)
 to facilitate the sale of her property at 7 Spring Trace, Ocala, Fla. and at 9 Bahia Court, Ocala, Fla.
- 5. The Debtor desires to employ Gloria Cochran according to the terms of the two proposed brokerage agreements that are attached as Exhibit "A".

- The professional services that the agent is to render include: a.)consultations with Debtor and Debtor's counsel with respect to sale of the property; andb.) performing other services that may be customarily performed by a
- 7. represents no other entity in connection with this case. She is a disinterested person as that term is defined in 11 U.S.C. section 101(13).

real estate agent with respect to the sale of real property.

- 8. has agreed to provide services at, and request compensation the amount of 6% of the gross price if property is sold. Such commission will be paid only if, as, and when the property is sold and the deed is recorded.
- 9. Gloria Cochran's Affidavit is included as Exhibit "B".

WHEREFORE, the Debtor respectfully requests that it be authorized to hire Gloria Cochran as the real estate broker to sell the real property located at 7 Spring Trace, Ocala, Fla. and at 9 Bahia Court, Ocala, Fla. according to the terms of the agreements attached hereto.

Respectfully submitted,

/ s/William T. Stevens William T. Stevens, #480260 Counsel to Debtor 98 North Washington Street Suite 305 Boston, Ma. 02114 (617) 720-0991

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached Motion to Employ Real Estate Agent was served upon the U.S. Trustee and all counsel of record by electronic notice through the Court's ECF system.

/s/William T. Stevens

EXHIBIT "A"

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Exclusive Right of Sale Listing Agreement

This Exclusive Right of Sale Listing Agreement ("Agreement") is between ("Seller") and 1. AUTHORITY TO SELL PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property ("Broker"). (collectively "Property") described below, at the price and terms described below, beginning the 25 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller certifies and represents that he/she/it is legally entitled to convey the Property and all improvements. 2. DESCRIPTION OF PROPERTY: (a) Real Property Street Address: (b) Personal Property, including appliances: _f9nge ☐ See Attachment (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires. 3. PRICE AND TERMS: The property is offered for sale on the following terms, or on other terms acceptable to Seller: (b) Financing Terms: 10 Cash 10 Conventional 1 VA 1 FHA 1 Other Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ 500 with the following ☐ Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$_ € The mortgage is for a term of ______ years beginning in ______ plus an assumption Lender approval of assumption ☐ is required ☐ is not required ☐ unknown. Notice to Seller: You may remain liable for an assumed _, at an interest rate of mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will convey the escrow any other expenses Seller agrees to pay in connection with a transaction. 4. BROKER OBLIGATIONS AND AUTHORITY: Broker agrees to make diligent and continued efforts to sell the Property until a sales (a) Advertise the Property as Broker deems advisable in newspapers, publications, computer networks, including the Internet and other media; place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales contract); and use Seller's name in connection with marketing or advertising the Property; (b) Obtain information relating to the present mortgage(s) on the Property. (c) Place the property in a multiple listing service(s) (MLS). Seller authorizes Broker to report to the MLS/Association of Realtors® this listing information and price, terms and financing information on any resulting sale. Seller authorizes Broker, the MLS and/or Association of Realtors® to use, license or sell the active listing and sold data. (d) Provide objective comparative market analysis information to potential buyers; and (e) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and releases Broker, persons working through Broker and Broker's local Realtor Board/Association from all liability and responsibility in connection with any loss that occurs.

Withhold verbal offers.

Withhold all offers once Seller accepts a sales contract for the Property. SELLER OBLIGATIONS: In consideration of Broker's obligations, Seller agrees to: (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all inquiries regarding the Property's transfer, whether by purchase or any other means of transfer. (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times. (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.

Case 07-1351 (d) To indemnify Broker and including attorney's fees, are misrepresentations, actions	7 Doc 19 1	Filed 06/27/07	Entered 06/27	7/07 14:18:54	Desc Main
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Exclusive Right of Sale Listing Agreement FLORIDA ASSOCIATION OF REALTORS®

This Exclusive Right of Sale Listing Agreement ("Agreement") is between	
DOCOTHY LINDO	("Seller") and
Century 21 Offiliates	(Seller) and
1. AUTHORITY TO SELL PROPERTY	("Broker"
1. AUTHORITY TO SELL PROPERTY: Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and (collectively "Property") described below, at the price and terms described below, beginning the	_ day of,
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Legal Description: P1D + 90/6 - 0207-18	
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(b) Personal Property, including appliances: See Attach	ment
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b) Obtain information relating to the present mortgage(s) on the Property	o (orice Seller signs a
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(d) To indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, Entered 06/27/07 14:18:54 Desc Main including attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations, misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title. (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445). (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily observable or known by the buyer. Seller represents there are no material facts (building code violations, pending code citations, Seller will immediately inform Broker of any material facts that arise after signing this Agreement. (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements and 6. COMPENSATION: Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to Seller. 6 % of the total purchase price OR \$ 🕳 in the sales contract. However, closing is not a prerequisite for Broker's fee being earned. _, no later than the date of closing specified (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised, Seller will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph. (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to lease, whichever is soonest. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive right to lease the Property. (d) Broker's fee is due in the following circumstances: (1) If any interest in the Property is transferred, whether by sale, lease, exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by Broker, Seller or any other person. (2) If Seller refuses or fails to sign an offer at the price and terms stated in this Agreement, defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) If, within ________ days after Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any prospects with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date. However, no fee will be due Broker if the Property is relisted after Termination Date and sold through another broker. (e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50 retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee. 7. COOPERATION AND COMPENSATION WITH OTHER BROKERS: Broker's office policy is to cooperate with all other brokers __% of all deposits that Seller except when not in Seller's best interest:
and to offer compensation in the amount of _____ to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in a transaction; and to to Transaction brokers for the Buyer; None of the above (if this is checked, the Property cannot be placed in the MLS.) 8. BROKERAGE RELATIONSHIP: 1. Dealing honestly and fairly; 2. Accounting for all funds; 3. Using skill, care, and diligence in the transaction; 4. Disclosing all known facts that materially affect the value of residential real property and are not readily observable to the buyer; 5. Presenting all offers and counteroffers in a timely manner, unless a party has previously directed the licensee otherwise in writing; 6. Limited confidentiality, unless waived in writing by a party. This limited confidentiality will prevent disclosure that the seller will accept a price less than the asking or listed price, that the buyer will pay a price greater than the price submitted in a written offer, of the motivation of any party for selling or buying property, that a seller or buyer will agree to financing terms other than those offered, or of any other information requested by a party to remain confidential; and 7. Any additional duties that are entered into by this or by separate written agreement. Limited representation means that a buyer or seller is not responsible for the acts of the licensee. Additionally, parties are giving up their rights to the undivided loyalty of the licensee. This aspect of limited representation allows a licensee to facilitate a real estate transaction by assisting both the buyer and the seller, but a licensee will not work to represent one party to the detriment of the Signature

9. CONDITIONAL agrees to condition in marketing the Pr conditional termina contracts to transfe to Termination Date 10. DISPUTE RESC question between the mediation under the of this Agreement, the	TERMINATION: At Sell- ral termination, Seller multiple and pay a cancell tion and Seller will pay the property or any integrand Protection Period, in DLUTION: This Agreement of parties arising out of or rates of the American Arbitical prevailing party will be end by arbitration as follows.	Document er's request, Broke ust sign a withdraw ation fee of \$ \top \end{array} he fee stated in pare erest in the Property f applicable. t will be construed u elating to this Agree tration Association of	Page 10 er may agree al agreement ragraph 6(a) le y during the ti under Florida la ment or the bi	plus applicable sa ess the cancellati ime period from aw. All controversi reach thereof will	erminate this Agreer for all direct eales tax. Broker to fee if Seller to the date of conditions, claims and other settled by first	may void the ansfers or itional termination her matters in attempting
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EXHIBIT "B"

UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

			7. Y. S.			
In Re:						
DOROTHY B	. O'CONNOF Debtor,	₹,		1	Chapter 11 No. 07-13	517-WCH

AFFIDAVIT OF REAL ESTATE BROKER GLORIA COCHRAN PURSUANT TO 11 USC 329(a) AND MLBR 2014-1

- 1. I am a Real Estate Broker with Century 21 Affiliates, 4975 US Highway 27, Ocala, FL 34482 which firm is fully licensed under the laws of Florida.
- 2. I hereby represent that neither I nor any member of my firm holds or represents any interest adverse to the estate of the above-named Debtor.
- 3. My, and my firm's connections with the Debtor, creditors, or other Party in interest, their respective attorneys and accountants are as follows: NONE.
- 4. I hereby represent that I and each member of my firm is a "disinterested person" as that term is defined in 11 U.S.C. 101(13).
- 5. I have not agreed to share with any person (except members of my firm) the compensation to be paid for the services rendered in this case, except as follows: none. The Commissions due will be 6%.
- 6. I have not received a retainer in this case.
- 7. I shall amend this statement immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstances relating thereto.

8. I have reviewed the provisions of MLBR 2016-1.

I declare under penalty of perjury that the foregoing is true and correct.

Gloria Cochran

Dated: June 25, 2007